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Chapter 11 Trustee for the Bankruptcy Estate of  
9 The Litigation Practice Group PC

10  
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14 Telephone: (949) 333-7777  
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15

16 Attorneys for Chapter 11 Trustee,  
RICHARD A. MARSHACK

17  
18 **UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

19 In re:  
20 THE LITIGATION PRACTICE GROUP P.C.,  
21 Debtor.

Case No.: 8:23-bk-10571-SC

Chapter 11

**DECLARATION OF RANDALL  
BALDWIN CLARK IN SUPPORT OF  
TRUSTEE'S OPPOSITION TO  
ADMINISTRATIVE CLAIM FILED BY  
GREYSON LAW CENTER [DK. 676]**

22  
23  
24  
25  
26 Date: April 25, 2024  
27 Time: 11:00 a.m.  
Place: Courtroom 5C  
28

1 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE,  
2 THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

3 Richard A. Marshack, in his capacity as Chapter 11 Trustee (“Trustee”) of the Bankruptcy  
4 Estate (“Estate”) of The Litigation Practice Group P.C. (“Debtor”), submits the attached declaration  
5 of Randall Baldwin Clark (“Clark Declaration”) in support of Trustee’s Opposition to  
6 Administrative Claim filed Greyson Law Center [dk. 676], which attaches Exhibits A-J.

7  
8  
9 DATED: April 23, 2024

MARSHACK HAYS WOOD LLP

10  
11 By: /s/ D. Edward Hays

D. EDWARD HAYS

12 ALINA MAMLYUK

13 Attorneys for Chapter 11 Trustee

14 RICHARD A. MARSHACK  
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**DECLARATION OF RANDALL BALDWIN CLARK**

I, Randall Baldwin Clark, declare:

1. I am an attorney licensed to practice law in the State of New Hampshire and the Commonwealth of Massachusetts, including the bankruptcy courts for both states. I am the sole member of Randall Baldwin Clark, Attorney at Law, PLLC, a New Hampshire law firm (“the Clark Firm”). I have personal knowledge of the following facts and if called as a witness I could and would testify competently thereto. The Clark Firm’s business and practice focuses on debt collections defense, negotiations and resolutions, consumer bankruptcy in Chapter 7 and Chapter 13 cases, foreclosure defense and landlord-tenant matters.

2. In early 2020 I was approached by the Litigation Practice Group, P.C. (“LPG”). LPG desired that I assist LPG’s clients with the settlement and, if necessary, litigation of credit-collection suits brought against its clients. I, on behalf of my firm (Randall Baldwin Clark, Attorney at Law, PLLC), and Daniel March signed a contract on April 20, 2020. The gist was this: LPG would refer its clients’ cases to me and I would bill LPG at scheduled rates.

3. My initial contact was Meredith Friend. From her I received these referrals and to her I reported. Later Ms. Friend’s role was filled by Jayde Trinh. As the quantity of referrals increased, LPG’s procedures became more streamlined and sophisticated: Ms. Trinh would send my office an email listing pertinent details of a case and my office would provide reports through a portal called “Debt Pay Pro.” With time, Ms. Trinh’s assignment emails became more elaborate, conveying information, at my request, that facilitated settlement. Attached hereto as Exhibit A, is a true and correct sample assignment email that I received from Ms. Trinh and is incorporated herein by reference. This has been redacted to remove confidential information.

4. The workload that LPG sent me increased dramatically over time. In early months, my invoices were typically less than \$10,000. By the end of 2022 my monthly billables were approximately \$25,000. I simultaneously perceived hints of problems at LPG. In August, LPG paid a very large invoice, i.e., \$57,000, but subsequent invoices remained unpaid.

5. I generally avoid nagging, as LPG typically paid slowly, but in early January 2023, when I needed money to pay for my recently deceased son’s funeral, I turned up the heat on Tony

1 Diab and Ms. Trinh. Tony expressed sympathy and asked whether there was anything he could  
2 do. “Yes,” I responded: “Pay my invoices.” In the past, he would lean on accounting to speed  
3 things up—and made a point of letting me know of his actions. This time he made no such show.

4 6. Shortly after this interaction, in early February 2023 I observed even stranger  
5 occurrences: Many of my clients were receiving emailed notices from LPG or other law firms,  
6 informing them that LPG had transferred their accounts to other firms, ones that would take a more  
7 aggressive stance vis-a-vis my clients’ creditors. Three firms were mentioned in these emails:  
8 Phoenix Law Group, Consumer Legal Group, and Oakstone Legal Group. These clients also told  
9 me that their various attempts to contact these groups had failed. Attached hereto as Exhibit B and  
10 incorporated herein by reference are true and correct copies of an email, Oakstone to Client J.E.,  
11 dated Feb. 1, 2023 & email, J.E. to Clark paralegal. This has been redacted to remove confidential  
12 information.

13 7. My clients who had received these notices—not all had—were confused and also  
14 angry. If LPG was turning files over to “more aggressive” firms, why had LPG been taking their  
15 money over the years? I promised my clients that I would research and report. I made multiple  
16 inquiries to Jayde Trinh and her sister, Han Trinh, and received no substantive response. The best  
17 information I received from Jayde was that I would have to take it up with “management.”

18 8. Debt Pay Pro provided another clue: At the top of many of my clients’ portal pages  
19 was a note stating that the file was part of a designed “batch” for “transfer” at a specific date. My  
20 report to my clients: I didn’t know what was going on.

21 9. Though I was flying blind, I did the best I could to assist my clients, though my  
22 options were very limited. To date, LPG had done, in my opinion, a good job of responding to  
23 client concerns and complaints. If I thought a client would be better served by a bankruptcy  
24 petition than continued participation in LPG’s “program,” LPG would pay me to file the client’s  
25 petition. If a client were not interested in bankruptcy, LPG would significantly reduce a client’s  
26 payment obligations, so as to facilitate settlement. But now I had little guidance, just the  
27 information available on “Forth,” Debt Pay Pro’s successor portal. I stalled, delayed, and strung  
28 proceedings out, with the hope that help was on its way.

1           10.     Unfortunately, the situation got worse: On March 21, 2023, both I and my paralegal  
2 were unable to access client records on Forth. I contacted Jayde and Han that day at 10:40am (ET)  
3 via their LPG email addresses; Jayde responded three and a half hours later. Her email stated that  
4 everybody had been locked out, that LPG's files had been transferred to other firms, and that she  
5 wanted to talk to me about a "new venture." She said nothing about bankruptcy. Jayde and I  
6 played email tag for a couple of days. We finally spoke on April 18, 2023. A true and correct copy  
7 of my email and her return response is attached hereto as Exhibit D and incorporated herein by  
8 reference.

9           11.     In our phone call Jayde told me that LPG had filed for bankruptcy and gave me the  
10 case number. She told me that Mr. Diab planned on making sure that attorneys in positions like  
11 mine would get paid. She told me that she was still at LPG but was very frustrated, as she had not  
12 been paid for a couple of months. We discussed LPG's transfer of files and I told her that I had  
13 been seeking contact with the recipient firms.

14           12.     Finally, Jayde mentioned that she and Han and others from LPG were forming a  
15 new venture, "Greyson Law Center." This would be similar to LPG and she wanted to know  
16 whether I might be interested in receiving client referrals from it. I indicated interest and Jayde  
17 proceeded to state that, while Greyson intended to challenge the validity of consumer debts, as  
18 LPG had done, Greyson's clientele would be completely distinct from LPG's. None of Greyson's  
19 files would originate with LPG. Our conversation concluded with her promise that Greyson would  
20 start referring cases to me.

21           13.     It was not, however, until May that I received case assignments from Greyson. And  
22 they were very small in number: two, in all. The first client was for client W.A., 552282172. A  
23 true and correct copy of the assignment is attached hereto as Exhibit E and incorporated herein by  
24 reference. It has been redacted to remove client information. The second client was P.D.,  
25 6231216963. A true and correct copy of the assignment is attached hereto as Exhibit F and  
26 incorporated herein by reference. It has been redacted to remove client information. Both client's  
27 files came from LPG, not new clients as was represented. One of them, in fact, was a current client  
28 of mine. I received a case assignment for P.D. from LPG in May 2022. See Exhibit A.

1 14. I invoiced Greyson on June 5, 2023, and requested acknowledgment of receipt on  
2 June 8. A true and correct copy of these requests is attached hereto as Exhibit G. Greyson neither  
3 acknowledged my invoice nor paid me. LPG of course did not pay either.

4 15. My experiences with Oakstone, Consumer Legal Group and Phoenix were  
5 different. Consumer Legal Group (“CLG”) contacted me on March 13, 2023 and I contracted with  
6 it on March 28. The contract was with a recently created firm, Last Mile Legal, LLC, a partnership  
7 between myself and my brother, Andrew Clark, a lawyer licensed to practice in Utah and Illinois.

8 16. Since that time, I have received case assignments and CLG has paid my invoices.  
9 CLG’s staff has been extraordinarily responsive and helpful, as I have sought to assist their mutual  
10 clients. In my early interactions with CLG, none of its representatives mentioned LPG’s  
11 bankruptcy. Their representation was that they worked with LPG.

12 17. At about the time LPG filed this case, both Oakstone and Phoenix started sending  
13 me case assignments. I was not surprised by this, as I knew that LPG had transferred files to them,  
14 but I received no guidance from Oakstone and Phoenix. Not only did I not have access to client  
15 data (as LPG had provided me through Forth), I had no guidance regarding the impact of  
16 settlements on clients’ monthly payments to Oakstone and Phoenix. I made countless failed  
17 attempts to speak with management at both Oakstone and Phoenix.

18 18. As best I can recall, Oakstone never responded to my requests for guidance. For  
19 an example of one such request, see my email to Oakstone from April 12, 2023. A true and correct  
20 copy of this email is attached hereto as Exhibit H and incorporated herein by reference. Any client  
21 information has been redacted. I also recall sending an invoice to Oakstone, but I cannot presently  
22 find it. I never received any payment from Oakstone.

23 19. Phoenix was initially difficult to contact as well. I sent multiple emails and left  
24 many voice mails, requesting that management contact me. My first substantive communication  
25 from Phoenix was an email on May 11, 2023 in the form of an email from a paralegal. A true and  
26 correct copy of this email is attached hereto as Exhibit I and incorporated herein by reference. It  
27 has been redacted as to client information. This exchange resulted in access to “Luna,” Phoenix’  
28 client database.

1           20.     From this point my conversations with Phoenix were very productive. Ty Carss and  
2 I started negotiating a contract: I sent him my proposal on June 20, 2023. Later, in a telephone  
3 conversation, he told me that Phoenix could not, at that time, enter into any agreement with me, as  
4 Phoenix was, essentially, in receivership. He reminded me that the trustee had frozen Phoenix'  
5 bank accounts. He had described the freezing in an earlier email to me. A true and correct copy  
6 of an email from Carss to myself dated June 8, 2023 is attached hereto as Exhibit J and incorporated  
7 herein by reference. This has been redacted as to any client information.

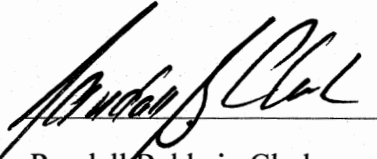
8           21.     As best I could tell, almost all of the cases that Phoenix sent me were for clients  
9 whose accounts originated with LPG, many of them being additional cases for clients that Jayde  
10 had sent me before LPG's bankruptcy filing. Carss' representation was that, even though Phoenix  
11 could not pay me, the bankruptcy court had set aside funds to pay attorneys, such as myself, who  
12 were handling the client files that Phoenix had acquired from LPG. This came as a great relief, as  
13 I was handling over 300 active LPG clients at the time of LPG's bankruptcy: The vast majority of  
14 these were in Phoenix' database.

15           22.     In spite of Phoenix' limitations, Carss (and Phoenix' staff) were very helpful to me  
16 as I sought to continue caring for the mutual clients LPG had sent me. (Phoenix at that point, it  
17 appeared to me, had assumed responsibility for the clients that Greyson and Oakstone had  
18 abandoned. Luna had information regarding all of them and Phoenix' staff supported my work  
19 with them.)

20           23.     Carss was also helpful in conveying to me information regarding the Chapter 11  
21 trustee's actions. Carss solicited my assistance in preparing certain reports for the trustee. Carss  
22 also gave me as much support as he could with the filing of my administrative claim. I never  
23 received assurances from Carss that Phoenix could pay my invoices, so I never submitted one to  
24 Phoenix.

25           I declare under penalty of perjury under the laws of the United States that the foregoing is  
26 true and correct. Executed on April 11, 2024 in Hollis, New Hampshire.

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A handwritten signature in black ink, appearing to read "Randall Baldwin Clark", written over a horizontal line.

Randall Baldwin Clark



## **EXHIBIT A**

## EXHIBIT A

From: Legal  
To: debt-defense.randallclark.org  
Subject: New Case Assignment: [REDACTED]  
Date: Monday, May 9, 2022 2:22:59 PM  
Attachments: Outlook-p LITIGATI.png [REDACTED]

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### CONFIDENTIAL CLIENT INFORMATION

Dear Counsel,

Please direct any and all questions to Jayde at [attorney@lpglaw.com](mailto:attorney@lpglaw.com).

The client's current monthly payment is: \$321.03. The entire payment amount can be reallocated towards settlement, if needed, to resolve this lawsuit.

Below, please find a summary of relevant information regarding this client:

[REDACTED]  
Address: [REDACTED]  
Phone Number: [REDACTED]  
Email: [REDACTED]@aol.com  
Active Summons: Midland Credit Management (Case No. [REDACTED])  
Client's City and State of Residence Listed in DPP: Abington, MA  
Date of Service: N/A  
Responsive Pleading Deadline: N/A  
Hearing Deadline: 07/25/2022 at 10:30 AM Virtual Court Session  
Full Name of Court for Active Summons: Brockton District Court, Trial Court of  
Massachusetts, District Court Department  
Approximate Sum at Issue: \$1,578.80  
Enrolled Debts: \$23,621.00  
Other Reported Debts: \$26,275.00  
Client's monthly program payment is: \$321.03  
# Enrolled Accounts: 11  
Total balance due towards the program: \$4,173.34

### CONFIDENTIAL TREATMENT REQUESTED

The Litigation Practice Group PC  
P.O. Box 513018  
Los Angeles, CA 90051  
p: 949.715.0644  
f: 949.315.4332  
[www.lpglaw.com](http://www.lpglaw.com)



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**EXHIBIT B**

## EXHIBIT B

**From:** [REDACTED]  
**To:** Pamela Moraes  
**Subject:** Fwd: Your new Law Group for a debt-free life.  
**Date:** Wednesday, February 8, 2023 4:04:15 PM

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[REDACTED]  
[REDACTED]  
Begin forwarded message:

**From:** Oakstone Law Group PC <support@oakstonepc.com>  
**Date:** February 1, 2023 at 6:08:15 PM EST  
**To:** [REDACTED]  
**Subject:** Your new Law Group for a debt-free life.  
**Reply-To:** Oakstone Law Group PC <support@oakstonepc.com>



Dear [REDACTED]

Congratulations and welcome to Oakstone Law Group! We are very excited to welcome you to our firm and look forward to helping you complete the journey of becoming debt free! As you were recently informed by Litigation Practice Group, your file has been transitioned to OLG due to our expertise in consumer rights. We intend to go after your creditors and force a resolution of your debts. Based on special discounted terms negotiated on your behalf, your payment amount and term will remain the same as with Litigation Practice Group, meaning your payment will draft from your account on the same date and in the same amount as before, and your program will end on the same date as before. The difference is OLG's unique method of challenging creditors to resolve your debts.

As with Litigation Practice Group, OLG will dispute the validity of your debts and force creditors to show that they have complied with state and federal law in the course of underwriting and servicing your debts. In addition, as with Litigation Practice Group, OLG will represent and defend you in court if any of your creditors file suit against you, and will do so without any additional fees or costs to you. But unlike Litigation Practice Group, OLG does not simply wait for creditors to react. Rather, OLG believes the best defense is a good offense. For that reason, OLG specializes in initiating actions against creditors. We do this first by gathering information regarding the creditors' practices in general and with regard to your account. We use information gathered in thousands of lawsuits to attack creditors' weak spots and pressure them to walk away from collection activity or agree to

pay damages for the violations of state and federal law that they commit. Our network of dedicated attorneys nationwide have substantial experience litigating against major creditors, and use the credibility built over years of litigation to obtain favorable results for you.

One of our customer service representatives will reach out to you to welcome you to our program. Our work on your behalf will begin today, and we will keep you updated regarding our progress throughout the duration of your program. We want to encourage you to reach out with any questions you have and will follow up with additional information over the coming days and weeks. Please do not hesitate to call us at (858) 330-3009 or by email at [support@oakstonepc.com](mailto:support@oakstonepc.com). We look forward to working with you to achieve financial freedom and become debt free!

Oakstone Law Group



**EXHIBIT C**

## EXHIBIT C

**From:** Randall B Clark  
**To:** Jayde Trinh; Han Trinh  
**Cc:** Legal  
**Subject:** RE: no access to Forth  
**Date:** Wednesday, March 22, 2023 11:19:00 AM

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Jayde & Han:

I, like many others, have many questions.  
I would greatly appreciate a telephone call.

Randall

---

**From:** Randall B Clark  
**Sent:** Tuesday, March 21, 2023 7:48 PM  
**To:** Jayde Trinh <Jayde@lpglaw.com>; Han Trinh <han@lpglaw.com>  
**Cc:** Pamella Moraes <pamella@randallbclark.com>; Legal <legal@lpglaw.com>  
**Subject:** RE: no access to Forth

Jayde:

I can talk now.

Randall

---

**From:** Randall B Clark <rbc@randallbclark.com>  
**Sent:** Tuesday, March 21, 2023 2:16 PM  
**To:** Jayde Trinh <Jayde@lpglaw.com>; Han Trinh <han@lpglaw.com>  
**Cc:** Pamella Moraes <pamella@randallbclark.com>; Legal <legal@lpglaw.com>  
**Subject:** RE: no access to Forth

I am out of office now.  
Call me after 4pm EDT.  
603 801 3039.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Jayde Trinh <Jayde@lpglaw.com>  
Date: 3/21/23 2:07 PM (GMT-05:00)  
To: Randall B Clark <rbc@randallbclark.com>, Han Trinh <han@lpglaw.com>  
Cc: Pamella Moraes <pamella@randallbclark.com>, Legal <legal@lpglaw.com>



Subject: Re: no access to Forth

No one has access to Forth moving forward. We were permanently locked out on Friday at 3pm.

All files have been moved to different law firms. Legal LPG has access to some.

Randall - please provide a number so we can reach out regarding new venture. Tyl

Get [Outlook for iOS](#)

---

**From:** Randall B Clark <[rbc@randallbclark.com](mailto:rbc@randallbclark.com)>  
**Sent:** Tuesday, March 21, 2023 7:40:18 AM  
**To:** Jayde Trinh <[jayde@lpglaw.com](mailto:jayde@lpglaw.com)>; Han Trinh <[han@lpglaw.com](mailto:han@lpglaw.com)>  
**Cc:** Pamela Moraes <[pamella@randallbclark.com](mailto:pamella@randallbclark.com)>  
**Subject:** no access to Forth

Jayde & Han:

Neither I nor my assistant (Pamella) have access to Forth.  
Help us get in, please.

Randall

---

Randall B. Clark, Esq.  
Admitted to practice in NH (20260), MA (657560), & all federal courts therein

---

Randall Baldwin Clark, Attorney at Law, PLLC  
80A West Hollis Road  
Hollis, NH 03049  
Tel.: 603-801-3039  
Fax: 603-925-0100  
[www.randallbclark.com](http://www.randallbclark.com)  
[rbc@randallbclark.com](mailto:rbc@randallbclark.com)

---

**EXHIBIT D**

## EXHIBIT D

**From:** Randall B Clark  
**To:** admin@greysonpc.com  
**Subject:** stuff  
**Date:** Tuesday, April 18, 2023 6:30:48 PM

---

Thanks for calling me yesterday.  
I eagerly await your spreadsheet.  
Lots of clients making lots of demands.

---

Randall B. Clark, Esq.  
Admitted to practice in NH (20260), MA (657560), & all federal courts therein

---

Randall Baldwin Clark, Attorney at Law, PLLC  
80A West Hollis Road  
Hollis, NH 03049  
Tel.: 603-801-3039  
Fax: 603-925-0100  
[www.randallbclark.com](http://www.randallbclark.com)  
[rbc@randallbclark.com](mailto:rbc@randallbclark.com)

---

**EXHIBIT E**

## EXHIBIT E

**From:** [debt-defense.randallclark.org](mailto:debt-defense.randallclark.org)  
**To:** [info@lastmilelegal.com](mailto:info@lastmilelegal.com)  
**Subject:** Fw: New Case Assignment: [REDACTED]  
**Date:** Friday, May 12, 2023 12:12:48 AM  
**Attachments:** Outlook-A picture .png

---

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**From:** debt-defense.randallclark.org <debt-defense@randallclark.org>  
**Sent:** Friday, May 12, 2023 12:12 AM  
**To:** GLC Legal <legal@greysonlawpc.com>  
**Subject:** Re: New Case Assignment: [REDACTED]

I am happy to help.

Please send all future assignments to <info@lastmilelegal.com>.

This is the intake email for a new firm that I created to handle debt-settlement cases, exclusively.

My partner is my brother, Andrew Clark. He is licensed to practice in Utah and Illinois, so feel free to send me cases for those two jurisdictions, too.

Randall

---

**From:** GLC Legal <legal@greysonlawpc.com>  
**Sent:** Monday, May 8, 2023 6:24 PM  
**To:** debt-defense.randallclark.org <debt-defense@randallclark.org>  
**Subject:** New Case Assignment: [REDACTED]

### CONFIDENTIAL CLIENT INFORMATION

Dear Counsel,

The client's current monthly payment is: \$466.13. The entire payment amount can be reallocated towards settlement, if needed, to resolve this lawsuit.

Below, please find a summary of relevant information regarding this client:

[REDACTED]  
Address: [REDACTED]  
Phone Number: [REDACTED]  
Email: [REDACTED]@icloud.com  
Active Summons: Midland Credit Management (Docket No. [REDACTED])  
Client's City and State of Residence Listed: Tyngsborough, MA

Date of Service: N/A  
Responsive Pleading Deadline: N/A  
Hearing Deadline: 5/19/2023 \*Hearing Date\*  
Full Name of Court for Active Summons: Trial Court of Massachusetts, Lowell District Court  
Approximate Sum at Issue: N/A  
Enrolled Debts: \$37,290.00  
Other Reported Debts: N/A  
Client's monthly program payment is: \$466.13  
# Enrolled Accounts: 10  
Total balance due towards the program: \$N/A

**CONFIDENTIAL TREATMENT REQUESTED**



## **GREYSON LAW CENTER**

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**EXHIBIT F**

From: GJC Legal  
To: info@lastmilelegal.com  
Subject: New Case Assignment: [REDACTED]  
Date: Thursday, May 18, 2023 1:48:11 PM  
Attachments: Outlook-ricabloh.png [REDACTED]

## EXHIBIT F

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### CONFIDENTIAL CLIENT INFORMATION

Dear Counsel,

The client's current monthly payment is: \$N/A. The entire payment amount can be reallocated towards settlement, if needed, to resolve this lawsuit.

Below, please find a summary of relevant information regarding this client:

[REDACTED]  
Address: [REDACTED]  
Phone Number: [REDACTED]  
Email: [REDACTED]@aol.com  
Active Summons: AMEX (Case No. [REDACTED])  
Client's City and State of Residence Listed: Abbington, MA  
Date of Service: 5/16/2023  
Responsive Pleading Deadline: 6/5/2023  
Hearing Deadline: N/A  
Full Name of Court for Active Summons: Commonwealth of Massachusetts, Brockton District Court  
Approximate Sum at Issue: \$3,796.74 and \$2,224.03  
Enrolled Debts: N/A  
Other Reported Debts: N/A  
Client's monthly program payment is: N/A  
# Enrolled Accounts: N/A  
Total balance due towards the program: N/A

### CONFIDENTIAL TREATMENT REQUESTED

Greyson Law Center PC  
[www.greysonlawpc.com](http://www.greysonlawpc.com)





GREYSON  
Law Center PC

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1

**EXHIBIT G**

## EXHIBIT G

**From:** Randall B. Clark, Partner, Last Mile Legal  
**To:** "legal@greysonlawpc.com"  
**Subject:** RE: Clark invoice, May 2023  
**Date:** Thursday, June 8, 2023 4:35:00 PM

---

Please confirm that you received this invoice.  
Also, please tell me when and how I should receive payment.

---


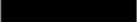
**From:** Randall B. Clark, Partner, Last Mile Legal <rclark@lastmilelegal.com>  
**Sent:** Monday, June 5, 2023 8:20 PM  
**To:** 'legal@greysonlawpc.com' <legal@greysonlawpc.com>  
**Subject:** Clark invoice, May 2023

Dear Greystone Assignment Person:

Attached are invoices for the two cases I have handled for Greystone, through May 31, 2023.

The total comes to \$1,285.52.

I prefer that you wire the money to the following account:

Bank Name: Ledyard National Bank  
Account Name: Last Mile Legal LLC  
Routing No.   
Account No. 

If you insist on mailing it, send it to the address below.

I am also attaching a W-9, as this is the first invoice I have sent your firm.

Randall

---

Randall B. Clark, Esq.  
Partner  
Last Mile Legal, LLC  
80A West Hollis Road  
Hollis, NH 03049  
Tel: 603-801-3039  
Fax: 603-925-0100  
[rclark@lastmilelegal.com](mailto:rclark@lastmilelegal.com)

---

**EXHIBIT H**

4/8/24, 1:06 PM

New Case Assignment: Heriberto Gomez 561981706

**Fw: New Case Assignment:** [REDACTED]

debt-defense randallclark.org <debt-defense@randallclark.org>

Wed 4/12/2023 7:17 PM

To: info@lastmilelegal.com <info@lastmilelegal.com>

**EXHIBIT H**

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**From:** debt-defense randallclark.org <debt-defense@randallclark.org>

**Sent:** Wednesday, March 29, 2023 10:11 AM

**To:** Oakstone Legal <legal@oakstonepc.com>

**Subject:** Re: New Case Assignment: [REDACTED]

Could you please, please, please call me?

I have so many unanswered questions about the transfer of files from LPG Oakstone.

Clients are calling me, incessantly, wanting to know what is happening.

Randall Clark  
603-801-3039

---

**From:** Oakstone Legal <legal@oakstonepc.com>

**Sent:** Tuesday, March 28, 2023 7:20 PM

**To:** debt-defense randallclark.org <debt-defense@randallclark.org>

**Subject:** New Case Assignment: [REDACTED]

**CONFIDENTIAL CLIENT INFORMATION**

Dear Counsel,

The client's current monthly payment is: \$281.51. The entire payment amount can be reallocated towards settlement, if needed, to resolve this lawsuit.

Below, please find a summary of relevant information regarding this client:

[REDACTED]  
Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]@gmail.com

Active Summons: Synchrony Bank (Case No. [REDACTED])

Client's City and State of Residence Listed: Clinton, MA

Date of Service: N/A

Responsive Pleading Deadline: N/A

Hearing Deadline: 05/22/2023

Full Name of Court for Active Summons: Trial Court of Massachusetts District Court  
Department

Approximate Sum at Issue: \$4,501.23

Enrolled Debts: \$19,013.40

Other Reported Debts: \$N/A

Client's monthly program payment is: \$281.51

4/8/24, 1:06 PM

New Case Assignment: Heriberto Gomez 561981706

# Enrolled Accounts: 11

Total balance due towards the program: \$N/A

**CONFIDENTIAL TREATMENT REQUESTED**

**EXHIBIT I**

**From:** Phoenix Paralegal  
**To:** [rclark@lastmilelegal.com](mailto:rclark@lastmilelegal.com)  
**Subject:** Re: [REDACTED]  
**Date:** Thursday, May 18, 2023 2:29:35 PM  
**Attachments:** image001.png

---

## EXHIBIT I

Mr. Clark,

Of course, please see below are your credentials to access Luna.

Email: [rclark@lastmilelegal.com](mailto:rclark@lastmilelegal.com)

PW: [REDACTED]

Luna's URL: <https://px.lunapps.co/home/index>

On Thu, May 18, 2023 at 11:05 AM Randall B. Clark, Partner, Last Mile Legal  
<[rclark@lastmilelegal.com](mailto:rclark@lastmilelegal.com)> wrote:

Sally:

I will get back to CL and inform her that she will have to come up with payment herself.

I do not have access to Luna. I would love to be let in. Can you help me and my assistants do so?

Randall

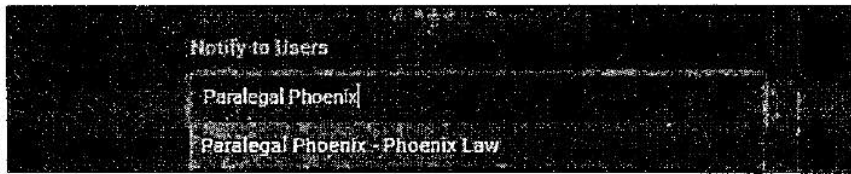
---

**From:** Phoenix Paralegal <[paralegal@phoenixlaw.co](mailto:paralegal@phoenixlaw.co)>  
**Sent:** Friday, May 12, 2023 11:01 AM  
**To:** [rclark@lastmilelegal.com](mailto:rclark@lastmilelegal.com)  
**Subject:** Re: [REDACTED]

Ms. [REDACTED] is already paid in full from what I am seeing on my end, will she have trouble with making payments towards her settlement?

Additionally, please feel free to forward over any additional file updates and notify me through Luna at: Paralegal Phoenix.





On Thu, May 11, 2023 at 10:02 PM Randall B. Clark, Partner, Last Mile Legal  
<rclark@lastmilelegal.com> wrote:

Sally:

I am happy to help however I can.

This case came to me on March 30 from Oakstone.

Oakstone, when it assigned me the case, told me that it would suspend CL's program payments (\$251.43) to facilitate settlement.

I have spoken with Client about her relationship with LPG and strategies for dealing with her LVNV suit (originally CapOne) demanding \$2,673.85.

It was not clear to me, from the assignment email and my conversation with [REDACTED], how much remained in her payment stream to Oakstone.

On May 5 I sent an email to Oakstone, asking how many payments remained.

My email bounced.

I believe that I can settle this debt for approximately 70% of face value, over a period of one year.

Here are my calculations:

Demand		Discounted	Monthly	Payments
2,673.85	0.75	2,005.39	167.12	12.00
2,673.85	0.70	1,871.70	155.97	12.00

How much assistance can Phoenix provide to [REDACTED]?

Randall Clark

---

Randall B. Clark, Esq.

Partner

Last Mile Legal, LLC

Tel: 603-801-3039

Fax: 603-925-0100

[rclark@lastmilelegal.com](mailto:rclark@lastmilelegal.com)

---

---

**From:** Phoenix Paralegal <[paralegal@phoenixlaw.co](mailto:paralegal@phoenixlaw.co)>

**Sent:** Thursday, May 11, 2023 6:41 PM

**To:** Randall B Clark <[rbc@randallbclark.com](mailto:rbc@randallbclark.com)>

**Subject:** [REDACTED]

Mr. Clark,

I am reaching out to you regarding potentially active litigation and/or settlement involving a client with whom you may have recently communicated. I understand that your time is valuable, and I am hopeful that we can work together efficiently to resolve this matter.

Could you kindly provide some guidance on any steps we need to take regarding [REDACTED] and a capital one matter?

Any insight or assistance you can provide would be greatly appreciated. I am happy to supplement the file with any additional documents and follow up with the client to relay updates to the client.

Thank you for your time and consideration. I look forward to hearing back from you soon.

Warm regards,

--

Sally M.

Paralegal

Phone: 424-622-4044

Email: [service@phoenixlaw.co](mailto:service@phoenixlaw.co)



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**EXHIBIT J**

## EXHIBIT J

**From:** Randall B Clark  
**To:** Ty Carss  
**Date:** Monday, June 12, 2023 10:37:52 AM

---

LPG is the gift that keeps on giving.  
Pass the penicillin.

---

**From:** Ty Carss <ty.carss@phoenixlaw.co>  
**Sent:** Thursday, June 8, 2023 4:11 PM  
**To:** Randall B Clark <rbc@randallbclark.com>  
**Cc:** Phoenix Paralegal <paralegal@phoenixlaw.co>  
**Subject:** Fwd: [NOTE] [REDACTED] - Randall Clark

Hey Randall,

This is quite a conundrum given the current circumstances. I suppose the way I should look at it is what is the best "business" decision for Phoenix.

The LPG BK Trustee filed an Emergency Omnibus Motion & TRO that was served on Friday morning (06/02) here at Phoenix. There is a hearing on the Emergency TRO in the LPG BK case on June 12, 2023 at 1:30 pm. I will be at the hearing, along with several other people. Among many other things, I believe the Trustee will present his plan on how to proceed forward. Everyone wants the clients to be serviced and the business (in one form or another) to continue to move forward.

The Trustee's Team is here onsite and they are gathering information and data; they have also taken possession of all bank accounts.

I have spoken to Trustee Marshack several times, and am in constant contact with lead attorney Chris Celentino. They have expressed to me that continuing service to the clients is a must.

Here at Phoenix, the whole staff, and especially myself, are being 100% cooperative with the Trustee and his Team; we are providing any information that is requested of us.

So, in a long-winded way, I am trying to say that I would authorize Phoenix to help this client and pay the debt, but I cannot give any kind of certainty at this time.

Best,

Ty...

----- Forwarded message -----

From: **System Email** <[no-reply@phoenixlaw.co](mailto:no-reply@phoenixlaw.co)>  
Date: Thu, Jun 8, 2023 at 11:42 AM  
Subject: [NOTE] [REDACTED] - Randall Clark  
To: [ty.carss@phoenixlaw.co](mailto:ty.carss@phoenixlaw.co) <[ty.carss@phoenixlaw.co](mailto:ty.carss@phoenixlaw.co)>

I have been working with CL on two cases sent me by LPG. I settled the first one, brought by CapOne, in 2021. CL paid the settlement with funds redirected from the LPG payment stream. CL completed her payments and the judgment was satisfied the same year. The second one, brought by LVNV, is still open. It is a small case—the creditor's demand was only \$1,372.29—but OC is being exceedingly aggressive. In fact, on only one other occasion have I seen a creditor fight so hard for so little.

CL and I attended a payment review today. As mentioned, OC was very aggressive. Much to my surprise, the clerk-magistrate was, too. Even after I presented evidence of low income (monthly net of \$3,189.87) and expenses for a family of three (\$3,520.33), resulting in a deficit of \$330.47, the court ordered monthly payments of \$30 with another payment review in December.

CL is distraught. I want to fight this (motion to reconsider, appeal, etc.), as the clerk-magistrate made this decision against the weight of the evidence. CL's contract with LPG provides for legal services to her; my contract with LPG, calls for me to provide necessary services to her. The time I have spent on this case is already substantial. Necessary services would be greater.

My concern is this: My continued work on this case will be very expensive to Phoenix. While my fighting instinct wants to pound OC into the ground—and demonstrate to the court that it can't do what it did—this might not be a wise expenditure of Phoenix' money. Judgment is likely at \$1800 not. I might be able to settle it for a 10 to 20% discount. Would Phoenix be willing to pay this?  
<https://px.lunapps.co/profile/info/391980036>

*Wm. Taylor "Ty" Carss, Esq.*  
**Managing Attorney | Phoenix Law PC**  
[ty.carss@phoenixlaw.co](mailto:ty.carss@phoenixlaw.co) | Ph. 424.622.4044



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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **DECLARATION OF RANDALL BALDWIN CLARK IN SUPPORT OF TRUSTEE'S OPPOSITION TO ADMINISTRATIVE CLAIM FILED BY GREYSON LAW CENTER [DK. 676]** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **April 23, 2024**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On       , I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**DEBTOR – MAIL REDIRECTED TO TRUSTEE**

THE LITIGATION PRACTICE GROUP P.C.  
17542 17TH ST, SUITE 100  
TUSTIN, CA 92780-1984

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **April 23, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA PERSONAL DELIVERY:**  
**PRESIDING JUDGE'S COPY**  
HONORABLE SCOTT C. CLARKSON  
UNITED STATES BANKRUPTCY COURT  
411 WEST FOURTH STREET, SUITE 5130 /  
COURTROOM 5C  
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 23, 2024

Date

Layla Buchanan

Printed Name

/s/ Layla Buchanan

Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): CONTINUED:**

<b>ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)</b>	Bradford Barnhardt	bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
<b>ATTORNEY FOR CREDITOR AFFIRMA, LLC and CREDITOR OXFORD KNOX, LLC</b>	Eric Bensamochan	eric@eblawfirm.us, G63723@notify.cincompass.com
<b>ATTORNEY FOR DEFENDANT LEUCADIA ENTERPRISES, INC.</b>	Michael Jay Berger	michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforruptcy.com
<b>ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)</b>	Peter W Bowie	peter.bowie@dinsmore.com, caron.burke@dinsmore.com
<b>ATTORNEY FOR CREDITOR SDCO TUSTIN EXECUTIVE CENTER, INC</b>	Ronald K Brown	ron@rkbrownlaw.com
<b>ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)</b>	Christopher Celentino	christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
<b>INTERESTED PARTY COURTESY NEF</b>	Shawn M Christianson	cmcintire@buchalter.com, schristianson@buchalter.com
<b>INTERESTED PARTY COURTESY NEF</b>	Randall Baldwin Clark	<a href="mailto:rbc@randallbclark.com">rbc@randallbclark.com</a>
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<b>INTERESTED PARTY COURTESY NEF</b>	Anthony Paul Diehl	anthony@apdlaw.net, Diehl.AnthonyB112492@notify.bestcase.com, ecf@apdlaw.net
<b>ATTORNEY FOR INTERESTED PARTY NATIONAL ASSOCIATION OF CONSUMER BANKRUPTCY ATTORNEYS and INTERESTED PARTY NATIONAL CONSUMER BANKRUPTCY RIGHTS CENTER</b>	Jenny L Doling	jd@jdl.law, dolingjr92080@notify.bestcase.com; 15994@notices.nextchapterbk.com; jdoling@jubilee bk.net
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<b>ATTORNEY FOR CREDITOR AFFIRMA, LLC; CREDITOR ANAHEIM ARENA MANAGEMENT, LLC; CREDITOR ANAHEIM DUCKS HOCKEY CLUB, LLC; and CREDITOR OXFORD KNOX, LLC</b>	Jeffrey I Golden	jgolden@go2.law, kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wgllp.com;dfitzgerald@go2.law;golden.jeffreyi.b117954@notify.bestcase.com
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<b>ATTORNEY FOR DEBTOR THE LITIGATION PRACTICE GROUP P.C.</b>	Joon M Khang	joon@khanglaw.com
<b>ATTORNEY FOR INTERESTED PARTY AD HOC CONSUMER CLAIMANTS COMMITTEE</b>	Ira David Kharasch	<a href="mailto:sikharasch@pszjlaw.com">sikharasch@pszjlaw.com</a>

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ATTORNEY FOR DEFENDANT CONSUMER LEGAL GROUP, P.C.; DEFENDANT LGS HOLDCO, LLC; INTERESTED PARTY CONSUMER LEGAL GROUP, P.C.; and INTERESTED PARTY LIBERTY ACQUISITIONS GROUP INC	Daniel A Lev	daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
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INTERESTED PARTY COURTESY NEF ADVERSARY PROCEEDING #: 8:23-AP-01148-SC	Marc A Lieberman	marc.lieberman@flpllp.com, safa.saleem@flpllp.com,addy@flpllp.com
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INTERESTED PARTY AND ATTORNEY	Daniel S March	marchlawoffice@gmail.com, marchdr94019@notify.bestcase.com
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ATTORNEY FOR CREDITOR DAVID ORR	Mark J Markus	bklawr@bklaw.com, markjmarkus@gmail.com;markus.markj.r112926@notify.bestcase.com
CHAPTER 11 TRUSTEE	Richard A Marshack (TR)	pkraus@marshackhays.com, ecf.alert+Marshack@titlexi.com
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ATTORNEY FOR CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR)	Sarah S. Mattingly	<a href="mailto:sarah.mattingly@dinsmore.com">sarah.mattingly@dinsmore.com</a>

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INTERESTED PARTY COURTESY NEF	William McCormick	<a href="mailto:Bill.McCormick@ag.tn.gov">Bill.McCormick@ag.tn.gov</a>
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